

United States District Court
Southern District of Texas
FILED

JUL 18 2011

David J. Bradley, Clerk of Court

Sousan Allami
809 Rimeke
Houston, Texas 77007

11-2666

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS - HOUSTON

Sousan Allami,

Plaintiff,

vs.

Case No: unassigned

Transunion LLC, Experian Information Solutions, Equifax
Information Services LLC, CSC Credit Services, Chase,
Bank of America, American, Toyota Motors,
HSBC/Neimn, , Ocwen Loan Servicing LLC, Bank of
America, RNB/Fields3, WFNNB/Lane Bryant, American
Home Mortgage, Applied Bank, CitiCTB, BEMB/Dillards,
HSBC Bank, HSBC/RMSTR, THD/CBSD, WFNNB/Victorias
Secret

Defendant

COMPLAINT

Upon information and belief, and in good faith, Plaintiff, Sousan Allami, alleges as follows:

PRELIMINARY STATEMENT

1. Plaintiff brings this action for damages based upon Defendants' violation of the Fair Credit Reporting Act ("FCRA") 15 U.S.C. 1681 et seq. and the Federal Debt Collections Practices Act ("FDCPA"). Plaintiff seeks an award of statutory damages, actual damages, punitive damages, and costs.

JURISDICTION

2. The jurisdiction of this court is conferred by 15 U.S.C., 1681 (p) and 28 U.S.C. 1331. Venue lies in Harris County in the U.S. District Court, Southern District of Texas – Houston.

PARTIES

3. Plaintiff Sousan Allami. (Hereinafter "I" or "Plaintiff") is a resident of Houston, Texas. Plaintiff is a "Consumer" as defined by FCRA 1681(a) of the FCRA.
4. Defendant Trans Union LLC (hereinafter "Trans Union") is both a "person" as defined by FCRA 1681 (a) and a "consumer reporting agency" as defined by FCRA 1681(f). Trans Union is authorized to do business in the State of Texas, with its principal place of business located at 555 West Adams, Chicago, Illinois 60661.
5. Defendant Experian Information Solutions (hereinafter "Experian") is both a "person" as defined by FCRA 1681 (a) and a "consumer reporting agency" as defined by FCRA 1681(f). Experian is authorized to do business in the State of Texas, with its principal place of business located at 475 Anton Blvd., Costa Mesa, CA 92626.
6. Defendant Equifax Information Services LLC (hereinafter "Equifax Information Services") is both a "person" as defined by FCRA 1681 (a) and a "consumer reporting agency" as defined by FCRA 1681(f). Equifax Information Services is authorized to do business in the State of Texas, with its principal place of business located at 1550 Peachtree Street, NW Atlanta, Georgia 30309.
7. Defendant CSC Credit Services (hereinafter "CSC Credit Services") is both a "person" as defined by FCRA 1681 (a) and a "consumer reporting agency" as defined by FCRA 1681(f). CSC Credit Services is authorized to do business in the State of Texas, with its principal place of business located at 652 N. Sam HoustonParkway E. Houston, TX 77060
8. Upon information and belief, Defendant Chase, is a "furnisher" of information as contemplated by FCRA 1681s-2(a)&(b), who regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies and financial institutions about consumer transactions or experience with any consumer.
9. Upon information and belief, Defendant Bank of America, is a "furnisher" of information as contemplated by FCRA 1681s-2(a)&(b), who regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies and financial institutions about consumer transactions or experience with any consumer.
10. Upon information and belief, Defendant American, is a "furnisher" of information as contemplated by FCRA 1681s-2(a)&(b), who regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies and financial institutions about consumer transactions or experience with any consumer.

- 1 11. Upon information and belief, Defendant Toyota Motors, is a "furnisher" of information as contemplated
2 by FCRA 1681s-2(a)&(b), who regularly and in the ordinary course of business furnishes information to
3 one or more consumer reporting agencies and financial institutions about consumer transactions or
4 experience with any consumer.
- 5 12. Upon information and belief, Defendant HSBC/Neimn, is a "furnisher" of information as contemplated by
6 FCRA 1681s-2(a)&(b), who regularly and in the ordinary course of business furnishes information to one or
7 more consumer reporting agencies and financial institutions about consumer transactions or experience
8 with any consumer.
- 9 13. Upon information and belief, Defendant Ocwen Loan Servicing, is a "furnisher" of information as
10 contemplated by FCRA 1681s-2(a)&(b), who regularly and in the ordinary course of business furnishes
11 information to one or more consumer reporting agencies and financial institutions about consumer
12 transactions or experience with any consumer.
- 13 14. Upon information and belief, Defendant RNB/Fields3, is a "furnisher" of information as contemplated by
14 FCRA 1681s-2(a)&(b), who regularly and in the ordinary course of business furnishes information to one or
15 more consumer reporting agencies and financial institutions about consumer transactions or experience
16 with any consumer.
- 17 15. Upon information and belief, Defendant WFNNB/Lane Bryant, is a "furnisher" of information as
18 contemplated by FCRA 1681s-2(a)&(b), who regularly and in the ordinary course of business furnishes
19 information to one or more consumer reporting agencies and financial institutions about consumer
20 transactions or experience with any consumer.
- 21 16. Upon information and belief, Defendant American Home Mortgage, is a "furnisher" of information as
22 contemplated by FCRA 1681s-2(a)&(b), who regularly and in the ordinary course of business furnishes
23 information to one or more consumer reporting agencies and financial institutions about consumer
24 transactions or experience with any consumer.
- 25 17. Upon information and belief, Defendant Applied Bank, is a "furnisher" of information as contemplated by
26 FCRA 1681s-2(a)&(b), who regularly and in the ordinary course of business furnishes information to one or
27 more consumer reporting agencies and financial institutions about consumer transactions or experience
28 with any consumer.
- 29 18. Upon information and belief, Defendant CitiCTB, is a "furnisher" of information as contemplated by FCRA
30 1681s-2(a)&(b), who regularly and in the ordinary course of business furnishes information to one or
31 more consumer reporting agencies and financial institutions about consumer transactions or experience
32 with any consumer.
19. Upon information and belief, Defendant GEMB/Dillards, is a "furnisher" of information as contemplated
by FCRA 1681s-2(a)&(b), who regularly and in the ordinary course of business furnishes information to
one or more consumer reporting agencies and financial institutions about consumer transactions or
experience with any consumer.
20. Upon information and belief, Defendant HSBC Bank, is a "furnisher" of information as contemplated by
FCRA 1681s-2(a)&(b), who regularly and in the ordinary course of business furnishes information to one or
more consumer reporting agencies and financial institutions about consumer transactions or experience
with any consumer.
21. Upon information and belief, Defendant HSBC/RMSTR, is a "furnisher" of information as contemplated by
FCRA 1681s-2(a)&(b), who regularly and in the ordinary course of business furnishes information to one or
more consumer reporting agencies and financial institutions about consumer transactions or experience
with any consumer.
22. Upon information and belief, Defendant THD/CBSD, is a "furnisher" of information as contemplated by
FCRA 1681s-2(a)&(b), who regularly and in the ordinary course of business furnishes information to one or

more consumer reporting agencies and financial institutions about consumer transactions or experience with any consumer.

23. Upon information and belief, Defendant WFNNB/Victorias Secret, is a "furnisher" of information as contemplated by FCRA 1681s-2(a)&(b), who regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies and financial institutions about consumer transactions or experience with any consumer.

FACTUAL ALLEGATIONS

24. On or about February 12, 2011, I received copies of my credit reports which showed erroneous, inaccurate data regarding my persons and financial and business transactions.
25. I have made numerous attempts to contact the above defendants to rectify and resolve my concerns to no avail.
26. Plaintiff has since been denied credit, and refinancing based on information obtained in consumer reports from Experian, Trans Union, Equifax Information Services and CSC Credit Services. All of which are reporting inaccurate, erroneous and adverse information regarding Plaintiff's credit worthiness and banking transactions.
27. As a direct result and proximate cause of Defendant(s)' continued reporting of erroneous, inaccurate, and adverse information to the credit reporting agencies, Plaintiff has suffered and continues to suffer damages including but not limited to humiliation, embarrassment, and loss of opportunity.

CAUSE OF ACTION

28. Plaintiff repeats, alleges, asserts/reasserts and incorporates by reference the foregoing paragraphs.
29. Trans Union continues to add, store, maintain, and disseminate personal credit information, in consumer reports it prepares and issues about Plaintiff which in part is inaccurate, false, erroneous, misleading and adverse despite notice from Plaintiff and subscribers that such information is inaccurate.
30. Trans Union continues to willfully, maliciously, and negligently violate FCRA 1681(e)(b), on multiple occasions.
31. As a result of Trans Unions actions, Plaintiff has been damaged.
32. Pursuant to FCRA 1681o, any person who is negligent in failing to comply with any requirement imposed under the FCRA with respect to any consumer is liable to that consumer in an amount equal to the sum of (1) any actual damages sustained by the consumer as a result of the failure and (2) in the case of any successful action to enforce any liability under 15 U.S.C. 1681o, the costs of the action together with reasonable attorney's fees.
33. Trans Union failed to conduct a reasonable investigation of Plaintiff's disputes and otherwise failed to comport with FCRA 1681i.
34. Trans Union; failed to adopt and follow reasonable procedures to assure maximum possible accuracy of Plaintiff's consumer credit and other personal information as require by FCRA which it complied, used and manipulated in order to prepare consumer credit reports, credit scores, risk factors, denial codes and other economic and predictions data evaluations.
35. As a result of Trans Union's negligent failure to comply with the FCRA, it is liable to Plaintiff in the amount equal to sum of (1) actual damages sustained by Plaintiff as a result of said failure and (2) the costs of this action together with reasonable attorney's fees.
36. Pursuant to 15 U.S.C. 1681n, any person who willfully fails to comply with any requirement imposed under the FCRA with respect to any consumer is liable to that consumer in an amount equal to the sum

- (1) any actual damages sustained by the consumer as a result of the failure or damages of not less than \$100.00 and not more than \$1,000.00 (2) such amount of punitive damages as the court may allow, and (3) in the case of any successful action to enforce any liability under 15 U.S.C. 1681n, the costs of the action together with reasonable attorney's fees.
37. Experian continues to add, store, maintain, and disseminate personal credit information, in consumer reports it prepares and issues about Plaintiff which in part is inaccurate, false, erroneous, misleading and adverse despite notice from Plaintiff and subscribers that such information is inaccurate.
38. Pursuant to FCRA 1681o, any person who is negligent in failing to comply with any requirement imposed under the FCRA with respect to any consumer is liable to that consumer in an amount equal to the sum of (1) any actual damages sustained by the consumer as a result of the failure and (2) in the case of any successful action to enforce any liability under 15 U.S.C. 1681o, the costs of the action together with reasonable attorney's fees.
39. Experian failed to conduct a reasonable investigation of Plaintiff's disputes and otherwise failed to comport with FCRA 1681i.
40. Experian failed to adopt and follow reasonable procedures to assure maximum possible accuracy of Plaintiff's consumer credit and other personal information as require by FCRA which it complied, used and manipulated in order to prepare consumer credit reports, credit scores, risk factors, denial codes and other economic and predictions data evaluations.
41. As a result of Experian's negligent failure to comply with the FCRA, it is liable to Plaintiff in the amount equal to sum of (1) actual damages sustained by Plaintiff as a result of said failure and (2) the costs of this action together with reasonable attorney's fees.
42. Pursuant to 15 U.S.C. 1681n, any person who willfully fails to comply with any requirement imposed under the FCRA with respect to any consumer is liable to that consumer in an amount equal to the sum (1) any actual damages sustained by the consumer as a result of the failure or damages of not less than \$100.00 and not more than \$1,000.00 (2) such amount of punitive damages as the court may allow, and (3) in the case of any successful action to enforce any liability under 15 U.S.C. 1681n, the costs of the action together with reasonable attorney's fees.
43. Equifax Information Services Information Services continues to add, store, maintain, and disseminate personal credit information, in consumer reports it prepares and issues about Plaintiff which in part is inaccurate, false, erroneous, misleading and adverse despite notice from Plaintiff and subscribers that such information is inaccurate.
44. Pursuant to FCRA 1681o, any person who is negligent in failing to comply with any requirement imposed under the FCRA with respect to any consumer is liable to that consumer in an amount equal to the sum of (1) any actual damages sustained by the consumer as a result of the failure and (2) in the case of any successful action to enforce any liability under 15 U.S.C. 1681o, the costs of the action together with reasonable attorney's fees.
45. Equifax Information Services failed to conduct a reasonable investigation of Plaintiff's disputes and otherwise failed to comport with FCRA 1681i.
46. Equifax Information Services failed to adopt and follow reasonable procedures to assure maximum possible accuracy of Plaintiff's consumer credit and other personal information as require by FCRA which it complied, used and manipulated in order to prepare consumer credit reports, credit scores, risk factors, denial codes and other economic and predictions data evaluations.
47. As a result of Equifax Information Services' negligent failure to comply with the FCRA, it is liable to Plaintiff in the amount equal to sum of (1) actual damages sustained by Plaintiff as a result of said failure and (2) the costs of this action together with reasonable attorney's fees.

48. Pursuant to 15 U.S.C. 1681n, any person who willfully fails to comply with any requirement imposed under the FCRA with respect to any consumer is liable to that consumer in an amount equal to the sum (1) any actual damages sustained by the consumer as a result of the failure or damages of not less than \$100.00 and not more than \$1,000.00 (2) such amount of punitive damages as the court may allow, and (3) in the case of any successful action to enforce any liability under 15 U.S.C. 1681n, the costs of the action together with reasonable attorney's fees.
49. CSC Credit Services continues to add, store, maintain, and disseminate personal credit information, in consumer reports it prepares and issues about Plaintiff which in part is inaccurate, false, erroneous, misleading and adverse despite notice from Plaintiff and subscribers that such information is inaccurate.
50. Pursuant to FCRA 1681o, any person who is negligent in failing to comply with any requirement imposed under the FCRA with respect to any consumer is liable to that consumer in an amount equal to the sum of (1) any actual damages sustained by the consumer as a result of the failure and (2) in the case of any successful action to enforce any liability under 15 U.S.C. 1681o, the costs of the action together with reasonable attorney's fees.
51. CSC Credit Services failed to conduct a reasonable investigation of Plaintiff's disputes and otherwise failed to comport with FCRA 1681i.
52. CSC Credit Services failed to adopt and follow reasonable procedures to assure maximum possible accuracy of Plaintiff's consumer credit and other personal information as require by FCRA which it complied, used and manipulated in order to prepare consumer credit reports, credit scores, risk factors, denial codes and other economic and predictions data evaluations.
53. As a result of CSC's negligent failure to comply with the FCRA, it is liable to Plaintiff in the amount equal to sum of (1) actual damages sustained by Plaintiff as a result of said failure and (2) the costs of this action together with reasonable attorney's fees.
54. Pursuant to 15 U.S.C. 1681n, any person who willfully fails to comply with any requirement imposed under the FCRA with respect to any consumer is liable to that consumer in an amount equal to the sum (1) any actual damages sustained by the consumer as a result of the failure or damages of not less than \$100.00 and not more than \$1,000.00 (2) such amount of punitive damages as the court may allow, and (3) in the case of any successful action to enforce any liability under 15 U.S.C. 1681n, the costs of the action together with reasonable attorney's fees.
55. Green Bk; willfully and negligently obtained Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).
56. GEMB; willfully and negligently obtained Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).
57. Sarma; willfully and negligently obtained Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).
58. Factl Data; willfully and negligently obtained Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).
59. Allyfinanc; willfully and negligently obtained Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).
60. Sacuindcfi; willfully and negligently obtained Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).
61. Landrover; willfully and negligently obtained Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).
62. Wtds; willfully and negligently obtained Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).

63. Fin Pac Ls; willfully and negligently obtained Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).
64. Credco; willfully and negligently obtained Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).
65. Compassbk; willfully and negligently obtained Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).
66. Trustmark; willfully and negligently obtained Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).
67. Hertz; willfully and negligently obtained Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).
68. Spirittxbk; willfully and negligently obtained Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).
69. Patriotbankmortgag/Sarma; willfully and negligently obtained Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).
70. 4406Cornerstonemor/Fdc; willfully and negligently obtained Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).
71. Adme/Advanceme; willfully and negligently obtained Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).
72. San Antonio Credit Union; willfully and negligently obtained Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).
73. Chase Auto Finance 19103; willfully and negligently obtained Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).
74. Wells Fargo Dir Svc/Wach; willfully and negligently obtained Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).
75. Sonic/Land Rover Houston; willfully and negligently obtained Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).
76. Amerifund; willfully and negligently obtained Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).
77. Compass Bankcard; willfully and negligently obtained Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).
78. Neiman Marcus; willfully and negligently obtained Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).
79. Bankcardfundin/Credcoims; willfully and negligently obtained Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).
80. Bank of America; willfully and negligently obtained Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).
81. Keyfinancial/Fac; willfully and negligently obtained Plaintiff's credit report without Plaintiff's permission in violation of FCRA 604 and sections 1681b (a) (3) (F).

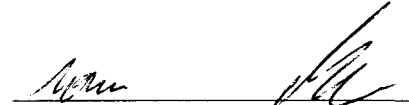
DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests that judgment be entered against Defendants for:

- a. Actual damages in an amount to be shown at trial;
- b. Statutory damages pursuant to FCRA 1681n;
- c. Punitive damages pursuant to FCRA 1681n;
- d. Temporary and permanent injunctive relief restraining Defendants from further reporting of inaccurate and erroneous adverse information regarding Plaintiff's consumer credit information;
- e. Costs and reasonable attorney's fees; and
- f. Such other relief as may be just and proper.



Sousan Allami

632-287-5781